
MEMO

APPROVED
05/20/2020



DATE: May 13, 2020

FROM: Matney M. Ellis
Procurement Director

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

TO: Board of County Commissioners

SUBJECT: Detention Services Agreement – The Board of County Commissioners for
Wagoner County

Submitted for your approval and execution is the attached Detention Services Agreement between the Board of County Commissioners on behalf of the Tulsa County Juvenile Detention Center and the Board of County Commissioners for Wagoner County for temporary custody of juveniles.

Respectfully submitted for your approval and execution.

MME / arh

SUBMITTED FOR: The May 18, 2020 BOCC meeting agenda.

CMF# 20201110

APPROVED
05/20/2020

Detention Services Agreement By and Between The Board of
County Commissioners for Tulsa County and The Board of
County Commissioners, for
Wagoner County, Oklahoma

THIS AGREEMENT made the 4th day of May, between the Board of County Commissioners for Tulsa County on behalf of the Tulsa County Juvenile Detention Center, hereinafter referred to as "TCJDC" and the Board of County Commissioners of Wagoner County, Oklahoma, hereinafter referred to as "User County".

RECITALS

- 1) **Whereas**, the State of Oklahoma has mandated pursuant to 10A O.S. § 2-3-103 that each county shall make provisions for the temporary custody of juveniles in a juvenile detention facility certified by the Office of Juvenile Affairs pursuant to 10A O.S. § 2-3-103, and
- 2) **Whereas**, it is permitted that juvenile bureaus be statutorily formed and utilized to operate juvenile detention facilities pursuant to 10A O.S. § 2-3-103 (C) (3), and
- 3) **Whereas**, Tulsa County has been named pursuant to 10A O.S. § 2-7-608 by the State Legislature as a regional detention center to provide ten (10) beds to be available for use as regional detention facility, and
- 4) **Whereas**, the Tulsa County Juvenile Bureau operates the Tulsa County Juvenile Detention Center, and
- 5) **Whereas**, it is the position of this Board of County Commissioners that it is in the health, welfare and safety interests of the taxpayers of Tulsa County and Northeast Oklahoma, and in the long-term interest of juvenile offenders, that the Tulsa Board of County Commissioners support the Tulsa County Juvenile Bureau in its efforts to comply with this State mandate,
- 6) **Therefore**, until or unless deemed improper or otherwise directed by the State Legislature, it shall be the policy of the Tulsa Board of County Commissioners to permit and encourage the Tulsa County Juvenile Bureau, subject to a final vote of approval of the Tulsa Board of County Commissioners, to initiate contracts with other counties to provide additional bed space in the Tulsa County Juvenile Detention Center for juvenile offenders of the northeast region of the State subject to the terms and conditions outlined herein, and
- 7) **Whereas**, a Board of County Commissioners shall have the authority pursuant to 10A O.S. § 2-3-103 (C)(3)(c) to enter into a contract with and to pay a public agency, private agency, or a Board of County Commissioners of another county for juvenile detention services in a juvenile detention facility and for alternatives to secure detention; and
- 8) **Whereas**, pursuant to 10A O.S. § 2-3-103 (C); the TCJDC is certified and licensed by the Office of Juvenile Affairs (OJA) to operate secure regional detention beds; meeting written rules, policies and procedures for certification pursuant to 10 O.S. § 2-7-603 and as promulgated by the Board of Juvenile Affairs; and

9) **Whereas**, the User County desires to contract with BOCC for the purpose of detaining juveniles at the Tulsa County Regional Detention Center:

IT IS HEREBY AGREED AS FOLLOWS:

1. TERM:

This Agreement shall be in effect until the 30th day of June, 2021, provided, however, that in the event the respective Boards shall each approve a renewal of the Agreement, on or after July 1 of each fiscal year, then this Agreement shall remain in effect for each succeeding fiscal year. Either party may terminate this Agreement at any time by giving the other party thirty (30) days written notice.

2. SERVICES:

Tulsa County Juvenile Detention Center shall provide and make available to the User County the services and facilities of the TCJDC in Tulsa, Oklahoma, on a space available basis, as determined by TCJDC, subject to the following terms and conditions in relation to juvenile cases arising in the User County under Title 10A of Oklahoma Statutes and requiring detention of certain juveniles.

3. FILING:

It shall be the responsibility of User County authorities to file a petition within five (5) judicial days after a juvenile is taken into custody as per Title 10A of the Oklahoma Statutes.

4. REFERRAL AND ADMISSION:

Subject to the certificate of insurance by User County sufficient to meet the criteria set out in Section 14 of this Agreement, the following provisions apply:

(a) Prior to admission, all juveniles referred to TCJDC for secure detention will be screened by the User County's Office of Juvenile Affairs (OJA), Juvenile Services Unit or other designated persons and will be determined eligible for placement in a secure detention facility by utilizing the detention screening guidelines adopted by the State Judicial Oversight Committee on Juvenile Justice. These guidelines are attached hereto as "Attachment A" and incorporated by reference. These guidelines will be utilized in the following manner: Juveniles will be accepted who meet the definition of Numbers 1A, serious offenders 10A O.S. § 2-7-902; 1B, Attempted serious offenders, 10A O.S. § 2-7902; 2A, habitual offenders, juveniles with three (3) or more prior felony adjudications; 2B, seriously assaultive/destructive offenders, 10A O.S. § 2-3-101; 2C, juvenile adjudicated in a JD case who escape from an institution or Level E group home; 3A, an offender charged with a felony and meeting certain criteria; and 3B, a juvenile adjudicated in a JD case who escape from a Level D group home or below, as further described in "Attachment A". Numbers 3C and 4B will be accepted on a case-by-case basis. Number 4A shall not be accepted. Space availability will be determined by the TCJDC Facility Administration based on the projected needs of Tulsa County Law Enforcement Agencies.

(b) During the referral process, the User County or referring party must advise TCJDC of all pertinent information relating to the juvenile, including, but not limited to, any known suicide attempts, suicidal threats, threats of violence towards others, medical conditions, medications, etc. If a juvenile is under the influence of drugs or alcohol, the User County shall be responsible for obtaining a medical clearance for said juvenile to be detained before the juvenile is admitted to TCJDC. This medical clearance must be provided to TCJDC at the time of admittance. The User County is also responsible to make certain that any medications the resident is currently taking are brought to detention with the juvenile at the time of admission. It is the responsibility of User County to make all necessary arrangements that medications of this type are timely refilled and delivered to TCJDC. Any juvenile who arrives without his/her medically necessary prescription medication may not be admitted until the medication is received.

(c) All admissions to TCJDC shall be approved by TCJDC in advance of transportation to the Center. It shall be the responsibility of the User County authorities to initiate and obtain the detention authorization for the juvenile. A written detention order of the District Court for the User County shall be delivered to TCJDC in one of three methods: (1) by facsimile prior to the transportation and delivery of the juvenile; or (2) hand-delivery to TCJDC by User County's transportation officer delivering the juvenile to TCJDC; or (3) by verbal order of User County's District Court Judge providing that the written detention order is delivered by facsimile by 5:00 p.m. of the next judicial day. Acceptance of verbal detention orders shall only be granted in cases of exigent circumstances and in TCJDC's discretion. TCJDC shall advise the User County if beds are not available.

5. REPORTS AND COURT ORDERS:

All copies of the written detention orders shall include: the name and signature of the User County's juvenile judge, the full name of the juvenile, the date of admission to TCJDC, and authorization for emergency and/or necessary medical, dental and mental healthcare. Necessary reports from User County shall include: arrest information, a written list of all known significant medical issues, identification and all contact information of adult to be notified in case of a medical emergency. Upon release of the juvenile from TCJDC, the User County shall provide to TCJDC a written release order which shall state the juvenile's name, the date the juvenile is to be released, a clear identification of the person to whom release of the juvenile is authorized and the juvenile judge's signature. Said written release order shall be received by TCJDC prior to the release. Verbal orders of the court may be accepted at the discretion of TCJDC provided a written order is delivered by facsimile by 5:00 p.m. of the next judicial day. The Chief Judge of the Juvenile Division of the 14th Judicial District, having administrative authority over the Juvenile Bureau of the District Court and TCJDC, reserves the right to order the release of any juvenile detained in TCJDC to the appropriate User County Authorities. It shall be the responsibility of the User County authorities to arrange for immediate transport.

6. NOTIFICATION:

Prior to transporting any juvenile to the TCJDC, it shall be the responsibility of the User County to notify such juvenile's parents of said juvenile's apprehension and detention. Further, that prior to the juvenile's detention hearing, the User County should notify his/her attorney of record of his/her detention

7. TRANSPORTATION:

With the exception of transportation for emergency medical, dental or mental healthcare arising subsequent to admission to TCJDC as described herein, User County will provide transportation to and from the TCJDC for all of its juveniles who are detained at the Center. TCJDC will only transport for medical reasons that are addressed in Section 8 of this Agreement.

8. MEDICAL NEEDS:

Any juvenile detained in TCJDC requiring emergency medical, dental or mental health attention not due to pre-existing conditions shall be taken to local health care facilities by TCJDC. The User County shall be notified within 24 hours or by the close of the next judicial day. It is the responsibility of the User County to provide any needed security if the juvenile is hospitalized. User County shall be immediately notified of any non-emergency illness or injury, as determined by medical staff at TCJDC, occurring subsequent to the juvenile's admission. The User County may elect to transport the juvenile to be treated within the User County and transportation of said juvenile shall be the sole responsibility of the User County. Financial responsibility for all medical services, whether emergency or not, shall be with the parents, legal guardians or legal custodians of the juvenile and/or the User County. User County agrees to pay direct or reimburse TCJDC for all payments due or expenses incurred for said juvenile, except such expenses as may be occasioned by the negligence of TCJDC. Tulsa County bears no responsibility to collect payment from the parents, legal guardians or legal custodians of the juvenile and/or the User County.

9. JUDICIAL PROCEEDINGS and OJA SERVICES:

All judicial proceedings and OJA services regarding the User County's juveniles detained in TCJDC shall be the responsibility of the User County. It shall be the responsibility of User County to provide TCJDC with necessary written judicial orders such as, but not limited to: secure detention, release from detention, transportation, emergency medical/mental health treatment, and temporary releases. It shall further be the responsibility of the User County to ensure that legally proper detention hearings are timely conducted with the resulting copies of written court orders being received by TCJDC with a written judicial order for secure detention, an order for a juvenile to be released from detention, orders to transport, authorization for emergency medical treatment, temporary release orders, and any medication the resident is currently taking. Juveniles adjudicated as Youthful Offenders shall only be eligible for admission after being placed in the temporary custody of the Office of Juvenile Affairs. Juveniles shall not be accepted into the TCJDC after they have reached their eighteenth (18th) birthday.

10. JUDICIAL REVIEW:

Whenever the District Court of the User County orders a juvenile to be held in the TCJDC, that order of secure detention shall remain in force and effect for not more than ten (10) days after such order. Upon application of the User County's District Attorney and after a hearing on such application, the District Court of the User County may extend the effective period of such an order for an additional period not to exceed ten (10) days after such hearing. The total period of preadjudicatory or predisposition detention shall not exceed the ninety (90) day limitation as specified by the Oklahoma Juvenile Code. No preadjudicatory or predisposition detention order shall remain in force and effect for more than thirty (30) days. The District Court of the User County, for good and sufficient cause shown, may extend the effective period of such an order and additional period not to exceed sixty (60) days. It is the responsibility of User County to make certain that the juvenile shall be present at the hearing on the application of extension unless, as authorized and approved by the Court, the attorney for the juvenile is present at the hearing and the juvenile is available to participate in the hearing via telephone conference communication. "Telephone conference communication" means use of a telephone device that allows all parties, including the juvenile, to hear and be heard by the other parties at the hearing. After the hearing, the District Court of the User County may order continued detention at TCJDC, may order the juvenile detained be moved to another placement, or may order the juvenile released.

11. OBSERVATION NOTES:

While a juvenile, detained upon the request of the User County, is a resident in the TCJDC, said TCJDC will provide, at the request of the User County, observation notes or other information on such juvenile while in detention, provided TCJDC is given ample time to produce such information.

12. PAYMENT:

The parties agree that the User County shall reimburse Tulsa County for juvenile detention services at a daily rate of sixty-eight dollars and twenty-five cents (\$68.25). The User County agrees to reimburse Tulsa County based on the rate, which represents the actual daily operating cost not paid by OJA. Should this Agreement be extended beyond the date set forth in Section 1 above, the rate per day shall remain the same for any succeeding months of the extended agreement. Should the daily rate change, TCJDC shall notify the User County thirty (30) days in advance of the effective date of the rate change when possible. Payment for services will be made upon receipt of a Claim/Invoice submitted by TCJDC to the Board of County Commissioners of User County. The parties agree that reimbursement for services provided pursuant to this Agreement will be delivered to the Board of County Commissioners of Tulsa County within thirty (30) days of the submission of the Claim/Invoice to User County. It is understood by both parties that this daily charge does not include reimbursement for any expenditure(s) made by TCJDC or Tulsa County for medical care or expenses associated with medical treatment of User County's detained juvenile. Expenses of this nature will be billed in the same manner as outlined above as additional charges over and above the daily detention service fee. Reimbursement for such additional charges will be made by User County pursuant to the same conditions set forth above for payment for the daily rate.

User County pursuant to the same conditions set forth above for payment for the daily rate

13. LIABILITY:

The parties agree that each party shall be responsible for its own negligence, if any, in the delivery of services pursuant to this contract. TCJDC shall be liable for the delivery of custodial services at the TCJDC. The User County Court shall retain all legal responsibility for County detained in TCJDC under this Agreement causes damages or participates in causing of damages to the TCJDC facilities, furnishings, equipment, or any other property located at the Detention Center, Tulsa County reserves the right to file charges against the juvenile for reimbursement of damages and/or seek the benefit of the insurance provided by User County pursuant to Section 14 of this Agreement. The foregoing reservation of rights by Tulsa County does not limit or diminish the rights of Tulsa County and/or TCJDC to seek recovery from User County for all damages caused by a juvenile of User County. User County acknowledges and accepts liability for all damages caused by a juvenile of User County, without limitation or modification by the terms of any insurance contracts or award of reimbursement against the juvenile

14. INSURANCE

Pursuant to 10A O.S. § 2-3-104, the Board of County Commissioners of User County shall provide to TCJDC a certificate of insurance coverage in amounts sufficient to meet the limits of liability provided in the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq.) as set out in 51 O.S. § 154 for any tort liability risk incurred as a result of providing or providing for the temporary detention of juveniles in TCJDC pursuant to the provisions of the Oklahoma Juvenile Code. This certificate of insurance must be received and approved by the Tulsa County District Attorney's Office before any juvenile of User County can be admitted to TCJDC.

15. MODIFICATION OR TERMINATION:

This agreement may be modified with the written approval of both parties or may be terminated by either party upon thirty (30) days written notice to the other party.

16. MISCELLANEOUS PROVISIONS

The failure of either party to enforce any of the provisions of this Agreement, or a waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

This Agreement contains the entire agreement of the parties with respect to the services described herein, and no other Agreement, statement, or promises made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement shall be binding or valid.

This Agreement expressly supersedes all previous agreement between the parties.

If any provision in the Agreement is constructed as if that provision were not contained herein if the exclusion of such provision is reasonable and does not materially alter or affect the provisions of the Agreement.

APPROVED this 20th day of May, 2020.

BOARD OF COUNTY COMMISSIONERS OF
TULSA COUNTY, OKLAHOMA


Chairman

ATTEST:


Tulsa County Clerk

APPROVED as to form:

James G. Rea Digitally signed by James G. Rea
Date: 2020.05.11 21:18:13 -05'00'

Assistant District Attorney
Tulsa County, Oklahoma



APPROVED this _____ day of _____, 20__.

BOARD OF COUNTY COMMISSIONERS

Wagoner COUNTY, OKLAHOMA
User County

[Signature] 5-4-20
Chairman

[Signature] 5/4/2020
Member

[Signature] 5/4/20
Member

ATTEST:

[Signature]
County Clerk



APPROVED as to form:

Assistant District Attorney

County, Oklahoma